



Order Filed on January 3, 2024
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

Robertson, Anschutz, Schneid, Crane & Partners, PLLC
Authorized Agent for Secured Creditor
130 Clinton Road, Lobby B, Suite 202
Fairfield, NJ 07004
Telephone: 973-575-0707

Kimberly A. Wilson, Esquire (031441997)

In Re:

Gordon W Williams,

aka Gordon Wesley Williams,

dba G & O Trucking Limited Liability Co.,

Debtor.

Octavia C Williams,

Joint Debtor.

Case No.: 19-24629-JKS

Chapter: 13

Hearing Date: December 14, 2023

Judge: John K. Sherwood

ORDER RESOLVING SECURED CREDITOR'S CERTIFICATION OF DEFAULT

The relief set forth on the following pages, numbered two (2) through four (4), is hereby
ORDERED.

DATED: January 3, 2024



Honorable John K. Sherwood
United States Bankruptcy Court

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Secured Creditor: Nationstar Mortgage LLC

Secured Creditor's Counsel: Robertson, Anschutz, Schneid, Crane & Partners, PLLC

Debtors' Counsel: David G. Beslow

Property Involved ("Collateral"): 46 TEMPLE PL, IRVINGTON New Jersey 07111

Relief sought: ■ Certification of Default

For good cause shown, it is **ORDERED** that Secured Creditor's Certification(s) is (are) resolved, subject to the following conditions:

1. Status of post-petition arrearages:

- The Debtor is overdue for 1 payment for December 1, 2023 at \$1,160.94 per month.

Funds Held In Suspense \$1,153.60.

Total Arrearages Due \$7.34

2. Debtor must cure all post-petition arrearages, as follows:

- Immediate payment shall be made in the amount of \$7.34. Payment shall be made within 10 days of entry of this Order.

- Debtor shall resume making regular monthly payments in the amount of \$1,160.94 on January 1, 2024.

3. Payments to the Secured Creditor shall be made to the following address(es):

- Regular monthly payment: Nationstar Mortgage LLC
Bankruptcy Department
PO Box 619094
Dallas TX 75261-9741

- Monthly cure payment: Nationstar Mortgage LLC
Bankruptcy Department
PO Box 619094
Dallas TX 75261-9741

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4. In the event of Default:

■ Should the Debtor(s) fail to make any of the above captioned payments, or if any regular monthly mortgage payment should become more than thirty (30) days late or if Debtor(s) fails to comply with any terms of this Agreed Order, counsel shall file a Certification of Default with the Court. A copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Consent Order.

■ In the event the Debtor(s) convert(s) to a Chapter 7 during the pendency of this bankruptcy case, the Debtor(s) shall cure all arrears within ten (10) days from the date of conversion in order to bring the loan contractually current. Should the Debtors fail to bring the loan contractually current, counsel shall file a Certification of Default with the Court, a copy of the Certification shall be sent to the Chapter 13 Trustee, Chapter 7 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ This Agreed Order survives any loan modification agreed to and executed during the instant bankruptcy. If any regular mortgage payment due after the execution of a loan modification is more than thirty (30) days late, counsel shall file a Certification of Default with the Court a copy of the Certification shall be sent to the Chapter 13 Trustee, the Debtors, and Debtors' attorney and the court shall enter an Order granting relief from the Automatic Stay. Debtor shall pay \$200.00 for each notice of default issued by Secured Creditor as a result of the Debtor's failure to comply with this Agreed Order.

■ In the event Debtor's case is Dismissed at any time during these proceedings, the Automatic Stay shall not exist provided no further Order of the Court is entered Reinstating the Stay. Any Consent Order or Agreed Order entered by the Court is binding only during the pendency of this bankruptcy case. If, at any time, the stay is terminated by Dismissal with respect to the Property, this Consent Order/Agreed Order ceases to be binding and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

■ In the event Debtor's case is Discharged, the Automatic Stay expires by Operation of Law and Movant may proceed to enforce its remedies under applicable non-bankruptcy law against the Property and/or against the Debtor.

5. Award of Attorneys' Fees:

■ The Applicant is awarded attorney fees of \$200.00 and costs of \$0.00.

The fees and costs are payable:

■ Through the Chapter 13 plan.

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☐ To the Secured Creditor within 10 days.

☐ Attorneys' fees are not awarded.